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FILED  
SUPERIOR COURT - STOCKTON  
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JEANNE MILLSAPS, CLERK  
BY: JENNIFER OCHOA  
DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

THE PEOPLE OF THE STATE  
OF CALIFORNIA,

Plaintiff,

v.

HELENA CHEMICAL COMPANY,

Defendant(s).

No. CV016744

INJUNCTION (H&S CODE 25181,  
H&S CODE 25516 and B&P CODE  
17203) AND FINAL JUDGMENT  
PURSUANT TO STIPULATION

SATISFACTION OF JUDGMENT

Upon the consent of the parties hereto, and it appearing to the court that there is  
good cause for the entry of this Stipulated Final Judgment,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This court has jurisdiction of the subject matter of this action and each of the  
parties hereto. Defendant admits the factual allegations of the Complaint but not the alleged  
violations of law.

2. The injunctive provisions of Paragraph 3 of this Final Judgment are  
permanent and applicable to defendant, its subsidiaries and divisions, and any agent,  
employee, representative and all persons, corporations, or other entities acting by, through,  
under, or on behalf of defendant and all persons in concert with or participating with said  
defendant with actual or constructive knowledge of this injunction; said injunctive provisions

1 are geographically limited and confined to defendant's CHEMICAL STORAGE AND  
2 CHEMICAL SALES activities in the County of San Joaquin. The waiver provision of  
3 Paragraph 4 of this Final Judgment applies to defendant's business activities throughout the  
4 State of California and shall remain in effect for a period of five (5) years from the date of  
5 entry of this Injunction.

6           1. Defendant, in the course of defendant's CHEMICAL STORAGE AND  
7 CHEMICAL SALES activities in the County of San Joaquin, including but not limited to  
8 activities at 2245 West Charter Way in Stockton (said operation hereinafter referred to as the  
9 "San Joaquin Facility"), is permanently restrained and enjoined from engaging in or  
10 performing, directly or indirectly, any and all of the following acts:

- 11           a) Violation of the California Health & Safety Code, Chapter 6.5 related  
12           to the transportation, storage, treatment and disposal of hazardous  
13           waste;
- 14           b) Engaging in any acts in violation of the California Health & Safety  
15           Code, Chapter 6.95 related to the proper management of hazardous  
16           materials;
- 17           c) Engaging in any acts in violation of California Health and Safety Code,  
18           Chapter 6.95, Article 2, related to the proper management of acutely  
19           hazardous materials; and
- 20           d) Engaging in any acts that constitute unfair competition, limited to  
21           those acts set forth in the factual allegations of **paragraph 15** of the  
22           complaint in this action, pursuant to Business and Professions Code  
23           section 17203.

24           2. For a period of five (5) years from the date of entry of this Injunction,  
25 defendant, in the course of defendant's CHEMICAL STORAGE AND CHEMICAL SALES  
26 activities throughout the State of California, waives its protections under the Fourth  
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1 Amendment of the Constitution of the United States against warrantless searches of  
2 defendant's property during regular business hours, by authorized state and local  
3 governmental entities. This waiver is restricted to searches related to alleged violations of  
4 California Health & Safety Code, Chapters 6.5 and 6.95, and applicable Building Codes, Fire  
5 Codes, and laws governing surface water pollution.

6           3. Defendant shall pay TWO HUNDRED TWENTY THOUSAND DOLLARS  
7 (\$220,000.00), pursuant to Business and Professions Code " 17200 et seq. Said sum shall  
8 be paid as follows:

9           a) By March 15, 2002, one check made payable to the TREASURER OF  
10 SAN JOAQUIN COUNTY, in the amount of ONE HUNDRED TEN  
11 THOUSAND DOLLARS (\$110,000.00) delivered to the District  
12 Attorney's Office, Environmental Unit.

13           b) By March 15, 2004, one check made payable to the TREASURER OF  
14 SAN JOAQUIN COUNTY, in the amount of ONE HUNDRED TEN  
15 THOUSAND DOLLARS (\$110,000.00) delivered to the District  
16 Attorney's Office, Environmental Unit.

17           4. Defendant shall pay to plaintiff the sum of TWO HUNDRED FORTY  
18 THOUSAND DOLLARS (\$240,000.00), pursuant to Health & Safety Code " 25514 and  
19 25515.2 as follows:

20           a) By March 15, 2005, one check made payable to the SAN JOAQUIN  
21 COUNTY DISTRICT ATTORNEY, in the amount of ONE HUNDRED  
22 TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS  
23 (\$124,900.00) ;

24           b) By March 15, 2003, one check made payable to the SAN JOAQUIN  
25 COUNTY ENVIRONMENTAL HEALTH DEPARTMENT in the amount  
26 of TWENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE  
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1 DOLLARS (\$28,725.00);

2 c) By March 15, 2003, one check made payable to the SAN JOAQUIN  
3 COUNTY OFFICE OF EMERGENCY SERVICES in the amount of  
4 TWENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE  
5 DOLLARS (\$28,725.00);

6 d) By March 15, 2003, one check made payable to the City of Stockton  
7 Fire Prevention Division in the amount of TWENTY EIGHT  
8 THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS  
9 (\$28,725.00);

10 e) By March 15, 2003, one check made payable to the DEPARTMENT  
11 OF TOXIC SUBSTANCES CONTROL in the amount of TWENTY  
12 EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS  
13 (\$28,725.00);

14 f) By March 15, 2003, one check made payable to the HAZARDOUS  
15 MATERIAL AND WASTE ENFORCEMENT TRAINING FUND, in the  
16 amount of TWO HUNDRED DOLLARS (\$200.00), delivered to the  
17 District Attorney's Office, Environmental Unit.

18 5. By March 15, 2002, defendants shall additionally pay to plaintiff the sum of  
19 TWO THOUSAND AND TWO DOLLARS AND FIFTY CENTS (\$2002.50) for cost of  
20 investigating, sampling, and testing incurred by the San Joaquin County Environmental  
21 Health Department. Said payment shall be made payable to the San Joaquin County Office  
22 Environmental Health Department and shall be due and delivered to the District Attorney of  
23 San Joaquin County.

24 6. By March 15, 2002, defendant shall additionally pay to plaintiff the sum of  
25 EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) for cost of investigation and  
26 suit incurred by the San Joaquin County District Attorney's office. The payment from  
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1 defendant shall be due and payable to and delivered to the District Attorney of San Joaquin  
2 County, Environmental Unit.

3 7. By March 15, 2002, defendant shall additionally pay to plaintiff the sum of  
4 TWO THOUSAND FIVE HUNDRED FORTY ONE DOLLARS (\$2,541.00) for costs of  
5 investigation and suit incurred by the Office of Emergency Services office. The payment  
6 from defendant shall be made payable to the San Joaquin County Office of Emergency  
7 Services and shall be due and delivered to the District Attorney of San Joaquin County.

8 8. By March 15, 2002, defendant shall additionally pay to plaintiff the sum of  
9 EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$8,250) for cost of investigation and  
10 testing incurred by the Department of Toxic Substances Control. The payment from  
11 defendant shall be made payable to the Department of Toxic Substance Control and shall be  
12 due and delivered to the District Attorney of San Joaquin County.

13 9. By March 15, 2002, defendant shall additionally pay to plaintiff the sum of  
14 ONE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$1,470.00) for cost of  
15 investigation incurred by the City of Stockton Fire Prevention Division. The payment from  
16 defendant shall be made payable to the City of Stockton Fire Prevention Division and shall be  
17 due and delivered to the District Attorney of San Joaquin County.

18 10. By March 15, 2002, plaintiff shall provide a letter confirming that the costs  
19 referenced in paragraphs 7-11 herein were actually incurred, attaching the invoices plaintiff  
20 has or will receive.

21 11. Not later than one hundred and twenty (120) days following the effective date  
22 of this Injunction, defendant shall designate an individual with managerial authority to  
23 oversee all of HELENA CHEMICAL COMPANY'S environmental, health and safety  
24 obligations at the San Joaquin Facility. The new Health and Safety Manager (AManager@)  
25 shall be a full time employee reporting directly to corporate management. Said individual  
26 must be physically present at the San Joaquin Facility at least sixteen (16) hours per week,  
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1 except when he or she is sick or on vacation, in which case defendant shall designate a  
2 qualified substitute or surrogate to cover the on-site obligation during the period of illness or  
3 vacation. The Manager shall have the following minimum credentials:

4 a) Education:

5 i) 4 year degree in an environmental or safety discipline (i.e.  
6 environmental engineering/planning/management, safety  
7 engineering); and/or

8 ii) 2 year degree with an emphasis on environmental or safety  
9 discipline and Certification from a recognized  
10 educational/professional institution (e.g., Univ. of California  
11 system, Certified Hazardous Materials Managers (CHMM),  
12 etc.), and 40 hour OSHA or Hazardous Waste Worker  
13 certification; and/or

14 (iii) Bachelors or Masters Degree in an agricultural discipline.

15 b) Work Experience:

16 i) For a.i. 2 years in an industrial work setting;

17 ii) For a.ii. or a.iii. 2 years in an industrial work setting with  
18 environmental or safety responsibilities.

19 12. Defendant shall develop and implement an environmental health and safety  
20 training program for all of its employees at the San Joaquin Facility appropriate to their job  
21 descriptions. Defendant shall conduct training in Spanish for any San Joaquin Facility  
22 employee or agent requiring training whose primary language is Spanish.

23 13. Defendant shall submit its vehicles and/or its property or area located within  
24 the County of San Joaquin over which it has control to the search, sampling and testing of  
25 defendant's property and any and all information related to the handling of hazardous waste,  
26 any and all information related to the handling of hazardous materials, any and all information

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related to the disposal of construction debris, any and all information related to employee health and safety training, and any and all information related to violations of the fire code, building code and/or any city ordinances or regulations. Said search, sampling and testing shall include the inspection and copying of records.

14. The District Attorney's Office on behalf of plaintiff, has agreed not to file, and entry of this Injunction constitutes a final and complete satisfaction of, any criminal charges or civil or administrative proceedings or claims seeking penalties, injunctive relief, costs, damages or other relief against Helena Chemical Company, and its officers, directors, or employees related to the Complaint, including but not limited to, hazardous waste, hazardous materials, and/or fire code violations originating at or arising out of 2245 West Charter Way, Stockton, California, of which plaintiff has knowledge, up to the date of entry of this Injunction.

15. Helena Chemical Company has agreed to fund proper hazardous material/waste handling classes for the businesses of San Joaquin County, through the following agencies: Environmental Health Department, San Joaquin County Office of Emergency Services, and City of Stockton Fire Prevention Division. The Environmental Health Department shall coordinate these courses with the help of the listed agencies. Helena Chemical Company shall satisfy its obligations under this paragraph by paying ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) according to the following payment schedule:

- a) TWENTY THOUSAND DOLLARS (\$20,000.00) between July 1, 2002 and June 30, 2003;
- b) TWENTY THOUSAND DOLLARS (\$20,000.00) between July 1, 2003 and June 30, 2004;
- c) TWENTY THOUSAND DOLLARS (\$20,000.00) between July 1, 2004 and June 30, 2005;

1 d) TWENTY THOUSAND DOLLARS (\$20,000.00) between July 1, 2005  
2 and June 30, 2006; and

3 e) TWENTY THOUSAND DOLLARS (\$20,000.00) between July 1, 2006  
4 and June 30, 2007.

5 16. At this time, it is envisioned by plaintiff that the majority of the courses will be  
6 coordinated with the California Department of Toxic Substances Control. However, any class  
7 approved by the Director of the San Joaquin County Environmental Health Department will  
8 meet the terms of this agreement. Helena Chemical Company shall pay for the courses  
9 upon receipt of a cost outline from the San Joaquin County Environmental Health Division in  
10 a timely manner.

11 17. This judgment shall go into effect immediately upon entry hereof. Entry is  
12 authorized immediately upon filing.  
13 DATED: MAR 19 2002

14 /s/ K. PETER SAIERS  
JUDGE OF THE SUPERIOR COURT

15  
16 STIPULATED AND AGREED TO:

17 DATED: 3/11/02

JOHN D. PHILLIPS  
DISTRICT ATTORNEY

18  
19 BY: /s/ David J. Irey

DAVID J. IREY  
Deputy District Attorney

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21  
22 HELENA CHEMICAL COMPANY

23 DATED: 03/07/02

BY: /s/ Steven E. Alexander  
STEVEN ALEXANDER  
Business Unit Vice President  
Western Business Unit

24  
25  
26 DATED: 03/06/02

FREEMAN, D'AIUTO, PIERCE,  
GUREV & KEELING

27



A PROFESSIONAL LAW CORPORATION

By: /s/ Thomas H. Keeling  
THOMAS H. KEELING  
Attorneys for Helena Chemical Co.

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